

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

C&M COMMUNIQUE, INC., a
California corporation,

Plaintiff,

v.

MASTERCRAFT BUILDERS, INC., a
California corporation (d.b.a.
MASTERCRAFT HOMES GROUP);
DANIEL L. THOMPSON, an
individual; RIMROCK SPRINGS,
LLC, a California limited liability
company; CALIMESA SPRINGS,
LLC, a California limited liability
company,

Defendants.

Case No.: SACV 08-01108 JVS (ANx)

**JUDGMENT ON MOTION TO
ENFORCE SETTLEMENT
AGREEMENT**

Date: September 14, 2009
Time: 11:00 am
Ctvm.: 10-C

Hon. James V. Selna

AND RELATED COUNTER-CLAIMS

Plaintiff C&M Communique, Inc.'s ("Plaintiff") Motion for Judgment on Settlement Agreement (the "Motion") came on for hearing before the Court at the date and time set forth above. After consideration of all papers and argument submitted in connection with the Motion, and a decision having been rendered thereon,

1 IT IS HEREBY ORDERED AND ADJUDGED THAT judgment be entered
2 in favor of Plaintiff and counterdefendant Cristina M. Walters, on the one hand, and
3 against defendant and counterclaimant MasterCraft Builders, Inc. ("MasterCraft")
4 and defendants Daniel L. Thompson, Rimrock Springs, LLC, and Calimesa Springs,
5 LLC, on the other hand, as follows:

6 1. Plaintiff is entitled to recover against MasterCraft and defendants
7 Daniel L. Thompson, Rimrock Springs, LLC, and Calimesa Springs, LLC
8 (collectively, "Defendants"), jointly and severally, the principal sum of
9 \$100,000.00, as follows:

10 (a) \$66,666.66 is due and owing immediately; and

11 (b) \$33,333.34 will be due and owing at 12:01 a.m. on September 16,
12 2009.

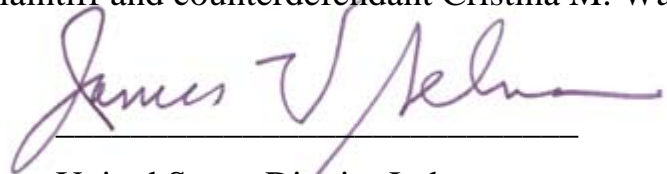
13 2. Defendants shall pay Plaintiff, jointly and severally, costs (including
14 attorneys' fees) in the amount of \$ 3,075.13.

15 3. Defendants shall pay Plaintiff, jointly and severally, prejudgment
16 interest in the amount of \$ 520.13.

17 4. Plaintiff may amend this judgment from time to time by noticed motion
18 to recover from Defendants, jointly and severally, additional reasonable attorneys'
19 fees and costs incurred to enforce the terms of this judgment.

20 Other than the relief set forth above, Plaintiff shall recover nothing on its
21 complaint. MasterCraft Builders, Inc. shall recover nothing on any of the claims set
22 forth in its counterclaims against Plaintiff and counterdefendant Cristina M. Walters.

23
24 Dated: September 4, 2009



United States District Judge